

# Terms of Service

## Terms of Service

Last updated: Sep 18, 2020

Please read these Terms of Service ("Agreement") carefully before using any of the Services (as that term is defined below) provided by RVshare, LLC ("Company", "we," or "us"). By using this website and its related mobile application (which we collectively refer to as the "website") and the Services of Company, you are agreeing to all the terms contained herein. If you do not agree to this Agreement, your only recourse is to not use the website or Services of Company. Our Privacy Policy is incorporated by reference into this Agreement. Please read this Agreement carefully, as it contains important information about limitations of liability and resolution of disputes through arbitration rather than court.

If you do not fully agree to the terms of this Agreement and any other terms and conditions posted or linked to the website, you are not authorized to access or otherwise use the website or Services. Company reserves the right to update this Agreement at any time, at the sole discretion of Company, with or without notice to you. Any modification to this Agreement will take effect immediately. Your continued use and access to the website and Services indicates that you agree to any and all modifications to this Agreement and also that you acknowledge you will be bound to the terms contained herein. Certain areas of the website or Services (and your access to or use of certain aspects of the Services or Collective Content) or different programs or offers that we may extend to you, may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between this Agreement and the terms and conditions posted for a specific area of the Services, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Services.

If you accept or agree to this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement and, in such event, "you" and "your" will refer and apply to that company or other legal entity. Listing services are restricted to those persons who are twenty-one (21) years of age and older. Rental services are further limited to those persons who are twenty-five (25) years

of age and older in accordance with state and federal laws. Any access or use of the Services by anyone under those age restrictions is expressly prohibited. By visiting the website or utilizing the Services, you warrant you are the requisite minimum age, and that you have the right, authority, and capacity to agree to and abide by this Agreement.

## **1. Definitions.**

**“Collective Content”** means Member Content and Company Content.

**“Company Content”** means all Content that Company makes available through the website or Services, including any Content licensed from a third party, but excluding Member Content.

**“Content”** means text, graphics, images, music, software (excluding the Company mobile application), audio, video, information and any other content or materials.

**“Listing”** means an RV that is listed by an Owner as available for rent via the Services.

**“Member”** means a person who completes Company’s account registration process, including, but not limited to Owners and Renters.

**“Member Content”** means all Content that a Member posts, uploads, publishes, submits or transmits to be made available on the website or through the Services.

**“Owner”** means a Member who creates a Listing via the Services.

**“Renter”** means a Member who requests a booking of an RV via the Services, or a Member who uses an RV rented via the Services and is not the Owner for such RV.

**“RV”** means a recreational vehicle including, but not limited to, trailers, towables, campers, vans, coaches, or other recreational vehicles listed on the website.

**“Services”** means the services provided through the Company’s website and mobile applications, pursuant to which Owners and Renters may connect, so that Renters may rent an Owner’s RV for a period of time for a price negotiated by and between the Renter and Owner.

**“Tax” or “Taxes”** mean any sales taxes, value added taxes (VAT), goods and services taxes (GST) and other similar municipal, state and federal indirect or other withholding and personal or corporate income taxes.

**“User”** means a party visiting the website and/or requesting a reservation on the website. Users include Members.

## **2. Company is Not a Party to any Transaction Between Members.**

Company is not and does not hold itself out to be a party to any rental agreements between RV Owner and RV Renter. Company does not endorse or hold itself out to endorse any Members. In addition, Company is not an RV broker, agent or insurer. Company does not have control over the conduct of Owners and/or Renters or any others that may use the website or Services provided by Company. Company expressly disclaims all liability in regard to the above to the maximum extent permitted by law. Accordingly, Owners and Renters are acting on their own behalf and at their own risk.

Company is not an owner or operator of RVs, including, but not limited to, trailers, towables, campers, vans, coaches, or other RVs, nor is it a provider of RVs. Company does not own, sell, resell, furnish, provide, rent, re-rent, manage and/or control RVs, or transportation or travel services. Company’s responsibilities are limited to facilitating the availability of the website and Services.

Users agree that they are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of the website, their use of any tool, service or product offered on the website and any transaction they enter into on the website or in connection with their use of the website.

Owners further agree that they are responsible for and agree to abide by all laws, rules, ordinances, or regulations applicable to the listing of their RV and the conduct of their rental business, including but not limited to any and all laws, rules, ordinances, regulations or other requirements relating to taxes, credit cards, data and privacy, permits or license requirements, zoning ordinances, safety compliance and compliance with all anti-discrimination and fair housing laws, as applicable. Please be aware that, even though we are not a party to any rental transaction and assume no liability for legal or regulatory compliance pertaining to RVs listed on the Site, there may be circumstances where we are nevertheless legally obligated (as we may determine in our sole discretion) to provide information relating to your Listing in order to comply with requests from

governmental bodies in relation to investigations, litigation or administrative proceedings, and we may choose to comply with such obligations in our sole discretion.

### **3. Services; License to Use the Website & Services.**

The Services provided through the Company's website and mobile applications connect Owners and Renters, so that Renters may rent an Owner's RV for a period of time for a price negotiated by and between the Owner and Renter. The Owner and/or Renter may engage Company for Services made available through Company's communication tools or through the "Request a Quote" platform. The Services are intended to be used to facilitate the rental of RVs. You may search Listings as an unregistered User on the website; however, if you wish to book an RV or create a Listing, you must first register and create an account.

Users are granted a limited, revocable non-exclusive license to access the website and the Services solely for the purpose of listing an RV, searching for an RV, purchasing or researching (for the purpose of inquiring about purchasing) any of the products or services offered on the website, or for any other purpose clearly stated on the website, all in accordance with this Agreement. Any use of the website that is not for one of these purposes or otherwise in accordance with this Agreement or as otherwise authorized by us in writing is expressly prohibited.

### **4. Collective Content.**

**Forms.** Any and all rental agreements and other forms provided by Company, regardless of the nature of the contract, form, or documentation, are provided as a template and are not to be considered representation or prepared for either rental party on behalf of Company. Rental parties utilize such forms at their own risk and responsibility.

**Listings.** Owners may create a Listing(s) for an RV(s) through their owner dashboard when they log into their account. By listing an RV, Owners are agreeing to provide true and accurate information and are representing that the information that they are providing is accurate, that the photos contained in the Listing are actual photos of the RV being advertised, and that they are not misrepresenting their RV in any way.

Each Owner further represents and warrants that any Listing that such Owner posts and the booking of, or a Renter's use of, an RV in a Listing: (i) will not breach any agreements such Owner entered into with any third parties, and (ii) will (a) be in compliance with all applicable laws, Tax requirements, and rules and regulations that may apply to any RV included in a Listing posted by such Owner (including having all required permits, licenses and registrations); and (b) not conflict with the rights of third parties.

Please note that Company assumes no responsibility for a rental party's compliance with any agreements with or duties to third parties, applicable laws, rules, and regulations. Company disclaims any responsibility for the accuracy of the information provided by an Owner. Company reserves the right to edit any portion of the Listing including the content or the photos contained and provided in the Listing. Further, Company reserves the right to (but is under no obligation to) terminate any Listing, without notice to you, either temporarily or permanently, if Company believes that any of the information posted is inaccurate and/or misrepresents the RV in any way.

**Member Content.** By making available any Member Content on or through the website or the Services, you hereby grant to Company a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, or by means of the Services or otherwise. Without limiting the generality of the foregoing, Company may aggregate Member Content and other Member or User data with the data and information of other Members and Users of the Services for purposes of data analytics and in order to measure, enhance, and improve the Services; provided, that any such aggregation or analysis will be on an anonymous, non-personally identifiable basis, and will not identify any data as belonging to or being provided by any specific customer or other organization.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Services or you have all rights, licenses, consents and releases that are necessary to grant to Company the rights in such Member Content, as contemplated under this Agreement; and (ii) neither the

Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Company's use of the Member Content (or any portion thereof) on, through or by means of the Services or otherwise will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

## **5. Unauthorized Uses of the Website and Services.**

The license to use the website and Services granted to Users does not include any right of collection, aggregation, copying, scraping, duplication, display or any derivative use of the website nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to the website, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent.

Unauthorized uses of the website also include, without limitation, those listed below. You agree not to do any of the following, unless otherwise previously and specifically agreed to by us:

- Any commercial use of the website or any content on the website, other than by Members in good standing;
- Copy, reproduce, upload, post, display, republish, distribute or transmit any part of the Collective Content in any form whatsoever;
- Reproduce any portion of the website on your website or otherwise, using any device including, but not limited to, use of a frame or border around the website, or other framing technique to enclose any portion or aspect of the website, or mirror or replicate any portion of the website;
- Deep-link to any portion of the website without our express written permission;
- Modify, translate into any language or computer language or create derivative works from, any content or any part of the website;
- Reverse engineer any part of the website;

- Sell, offer for sale, transfer or license any portion of the website in any form to any third parties;
- Use the website and its inquiry or booking functionality other than to advertise and/or research RVs, to make legitimate inquiries or any other use expressly authorized on the website;
- Use the website to post or transmit information that is in any way false, fraudulent, or misleading, including making any reservation or inquiry under false pretenses, or taking any action that may be considered phishing or that would give rise to criminal or civil liability;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
- Violate, plagiarize or infringe the rights of us or third parties including, without limitation, copyright, trademark, patent, trade secrets, rights of publicity or privacy or any other intellectual or proprietary rights; or
- Use or access the website in any way that, in our sole discretion, adversely affects, or could adversely affect, the performance or function of the website or any other system used by us or the website.

PLEASE NOTE THAT, AS STATED ABOVE, THE SERVICES ARE INTENDED TO BE USED TO FACILITATE THE BOOKING OF RVs. COMPANY CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY RVs. COMPANY IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND RVs. ACCORDINGLY, ANY BOOKINGS WILL BE MADE AT THE RENTER'S AND OWNER'S OWN RISK.

## **6. Use of Other Users' Information; No Spam.**

You agree that, with respect to other Users' personal information that you obtain directly or indirectly from or through the website or through any Services, transaction or software, we have granted to you a license to use such information only for: (i) website-related communications that are not unsolicited commercial messages, (ii) using Services offered through the website, and (iii) inquiring about or otherwise facilitating a financial transaction between you and the other User related to the purpose of the website. Any other purpose will require express permission from the User. You may not use any such information for any unlawful purpose or with any unlawful intent.



We do not tolerate spam or unsolicited commercial electronic communications of any kind. Therefore, without limiting the foregoing, you are not licensed to add a User, even a User who has rented an RV from you or to you, to your mailing list (email or physical mail) without the User's express consent. You may not use any tool or service on the website to send spam or unsolicited commercial electronic communications of any kind or in any other way that would violate this Agreement.

## **7. Account Registration; Identity Verification.**

In order to list an RV as available for rent, Owners must become a Member and sign up with an account through Company. Renters must create an account in order to use the Services provided by Company and rent an RV. Accounts may be created through third-party accounts such as Facebook or Google, or, Users have the option to create an account with a valid email address. PLEASE NOTE THAT YOUR RELATIONSHIP WITH SUCH THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. Company reserves the right to terminate an account at any time with no notice you.

In order to access and use the Service, you will be required to apply for and obtain a user name and password. You are responsible for maintaining the security and confidentiality of any user name or password assigned to you. You agree to (i) keep your password and user name for both your account with us and your email account (if you use it to create your website account) secure and strictly confidential, providing it only to authorized users of your accounts, (ii) instruct each person to whom you give your user name and password that he or she is not to disclose it to any unauthorized person, (iii) notify us immediately and select a new user name and password if you believe your password for either your account with us or your email account may have become known to an unauthorized person, and (iv) notify us immediately if you are contacted by anyone requesting your user name and password. Further, if we suspect any unauthorized access to your account, upon our request, you agree to promptly change your user name and password and take any other related action as we may reasonably request.

Company offers an integrated identity verification solution powered by third party Onfido Limited ("Onfido"). Members are asked to provide their photograph and their driver's license which is then sent to Onfido to determine if the photograph matches the holder of the driver's license. You may be required to pass Onfido's identity verification test to maintain your RVshare account. You agree to your



photograph and form of identification being transferred, stored and processed by Onfido in accordance with the Onfido Privacy Policy. Further information about Onfido and its services can be found at <https://onfido.com>.

We discourage you from giving anyone access to your user name and password for your account with us. However, if you do give someone your user name and password, or if you fail to adequately safeguard such information, you are responsible for any and all transactions that the person performs while using your account, even those transactions that are fraudulent or that you did not intend or want performed.

EACH MEMBER ACKNOWLEDGES AND AGREES THAT: (1) NEITHER COMPANY NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TO ANY USER FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY MEMBER'S USER NAME OR PASSWORD; AND (2) THE UNAUTHORIZED USE OF YOUR USER NAME AND PASSWORD FOR YOUR WEBSITE ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH COMPANY AND OTHER USERS.

Although this Agreement requires all Members to provide accurate information, Company does not attempt to confirm, and does not confirm, any Member's purported identity or other information provided by the Member. It is your sole responsibility for determining the identity and suitability of others who you contact via the Services. Except as provided by this Agreement, we will not be responsible for any damage or harm resulting from your interactions with any User or other party through the website or the Services. We therefore recommend that you always exercise due diligence and care when deciding whether to rent a RV from an Owner, or to accept a booking request from a Renter, or to have any other interaction with any User or other party. We are not responsible for any damage or harm resulting from your interactions with other Users or third parties.

Further, we may, without notice to you, suspend or cancel your listing or reservation at any time even without receiving notice from you if we suspect, in our sole discretion, that your account with us or your email account is being used in an unauthorized or fraudulent manner.

## **8. Payment Processing.**

Company uses the third-party payment platform, Stripe, Inc. ("Stripe"), to process credit and debit card transactions. Owners will be required to establish a Stripe

Connect account. By using Stripe, you agree to be bound by Stripe's Terms of Service. Further information about Stripe and its services can be found at <https://stripe.com/connect>.

You expressly understand and agree that all payments and monetary transactions are handled by Stripe. You agree that the Company shall not be liable for any issues regarding financial and monetary transactions between you and any other party, including Stripe.

You understand that the Stripe API is subject to change at any time. Members are expressly prohibited from processing stolen credit cards or unauthorized credit cards through Stripe.

## **9. Online Booking.**

Owner and Renter will negotiate and set all RV rental pricing between themselves. Owner is responsible for requesting payment from Renter through Company's secure payment system. All payments by Renters are via credit card.

An RV rental booking is only reserved when the first (or only) payment on a booking reservation has been processed through Company's secure payment system. Company guarantees all RV Renter payments made through Company's payment system up to ten thousand US dollars (\$10,000.00 USD). At the Owner's discretion, Renters may split the booking payment in to two (2) installments, if and only if the rental dates are more than thirty (30) days in advance of the first payments; However in all cases, final payment must be made on or before thirty (30) days prior to the rental date. Company holds all payments made during the thirty (30)-day period. Company will release payments, minus all applicable fees collected by Company, to the applicable Owner one (1) business day after the beginning of the rental date.

If you are an Owner and a booking is requested for your RV via the Services, you may be required to either confirm or reject the booking within twenty-four (24) hours of when the booking is requested (as determined by Company in its sole discretion) or the booking request may be automatically canceled. If you are unable to confirm or decide to reject a booking within such twenty-four (24)-hour period, any amounts collected by Company for the requested booking may be refunded to the applicable Renter's credit card and any pre-authorization of such credit card will be released. When you confirm a booking requested by a Renter,

Company will send you an email, text message or message via the Services confirming such booking, depending on the selections you make.

By utilizing a rental agreement as part of the Services or otherwise displaying terms relating to the rental as part of the online booking process (including such terms that we may require), the Renter and Owner each agree to the terms and conditions set forth in the rental agreement or other such terms displayed in the booking process (including without limitation the cancellation refund policy) effective as of the date that the Renter indicates acceptance of the booking or rental agreement, as applicable. You hereby acknowledge and agree that (i) you are fully responsible for such terms and conditions, (ii) any rental agreement used, whether a sample provided by the Company or other agreement, is used solely at their own risk and expense, (iii) nothing contained in the rental agreement, on the website or in this Agreement is a substitute for the advice of an attorney and (iv) that you have been hereby advised to obtain local legal counsel to prepare, review and revise as necessary any rental agreements to ensure compliance with federal, state and local law and their particular circumstances, and to revise the rental agreement as necessary to accurately represent the RV, rules, features, etc.

#### **10. Appointment of RVshare as Limited Payment Collection Agent for Owner.**

Each RV Owner collecting payment for services provide via the website and Services hereby appoints Company as the Owner's limited agent solely for the purpose of collecting payments made by Renters purchasing such services. Each Owner agrees that payment made by a Renter to an Owner through Company shall be considered the same as a payment made directly to the Owner and the Owner will make the RV available to Renter in the agreed upon manner as if the Owner had received payment directly from the Renter. Each Owner agrees that Company may, in accordance with the cancellation policy selected by the Owner and reflected in the relevant Listing: (i) permit the Renter to cancel the booking and (ii) refund to the Renter that portion of the payment specified in the applicable cancellation policy. If there is a dispute concerning the cancellation policy or any refunds, Company must be contacted at least twenty-four (24) hours prior to the rental start date. In accepting appointment as the limited payment collection agent of the Owner, Company assumes no liability for any acts or omissions of the Owner. Owner understands and recognizes Company as the limited payment collection agent and agrees that Company controls the dispersal of all funds in accordance with this Agreement and the cancellation policy chosen by Owner and that

Company has the final say in all payment disputes. In accept appointment as the limited payment collection agent of the Owner, Company assumes no liability for any acts or omissions of the Owner.

Please note that Company does not currently charge fees for the creation of Listings. However, you acknowledge and agree that Company reserves the right, in its sole discretion, to charge you for and collect fees from you for the creation of Listings, or for other features of the Services. Please note that Company will provide notice of any such additional fees via the Services, prior to implementing such fees.

### **11. Damage to RVs.**

Renter will be solely responsible for the condition of the RV which includes both the full interior of the RV and any and all parts of the exterior of the RV during the rental period and the condition that the RV is returned in to the Owner. Renters (and not Company) will be held liable for any and all damages to the RV that occur during the rental period. Further, Renters will be held liable for any damage that cannot be proven to have existed prior to the rental period. All Members agree to assist Company in the settlement of security deposit claims and dispute resolution.

### **12. Security Deposits.**

Company will collect and hold in escrow a security deposit forty-eight (48) hours prior to the rental date for Owners. Company will hold all security deposit funds during the rental period. Owners have the right to request a payment from the security deposit funds within the seventy-two (72) hours after the rental period. Owners must submit dated departure and return forms, supplied by Company, along with their request for reimbursement. Company will review the request for payment and release the requested amount to Owners after seventy-two (72) hours have passed from the rental end date, should Company approve the request. Company may also request additional information from either rental party. If, as a Renter, Company determines that you are responsible for damaging an RV or any personal or other property located in an RV pursuant to this Agreement, you authorize Company to charge the credit card or ACH used to make the booking in order to collect any security deposit associated with the Listing and/or any additional charges.

After the completion of the rental period, certain amounts charged by the Owner in excess of the security deposit must be expressly agreed to by the Renter in writing before Company will charge the Renter's credit card for the overage amount.

Should a dispute arise between the rental parties, Company will use commercial standards and act as a neutral third party to settle any disputes. Company will serve as the final authority on all security deposit dispute resolution.

### **13. Insurance.**

Members are solely responsible for obtaining insurance coverage sufficient to protect their RVs, guests, or trip, as applicable. Owners agree that they have or will obtain the appropriate insurance coverage sufficient to cover the rental of the RV before listing the RV for rent on the website and will maintain adequate insurance coverage for so long as they list RVs for rent on the website. Further, Owners agree to provide Company with copies of relevant proof of coverage upon request.

If you choose to purchase RV Rental Insurance offered through (Named Insured), underwritten by one of the National General Insurance Group of Companies, referred to throughout as "The Policy" you will be added as additional insured to the (Named Insured) Master Fleet Rental Insurance Policy, which is an excess and surplus lines policy issued in the state of (Policy State).

The Policy covers accidents or occurrences while the Renter or an Authorized Driver is operating the vehicle listed on The Policy, for the coverage provided by The Policy and for which you have paid a premium. In addition, The Policy covers accidents or occurrences while the vehicle listed on The Policy is occupied but not under operation, for the coverage provided by The Policy and for which you have paid a premium. Coverage will include: for units 15 years old or newer Comprehensive and Collision with a (Policy Deductible) deductible per occurrence and for motorized units only bodily injury and property damage liability, (Policy Liability Limit), on an excess basis. This is the Underlying Liability coverage offered through The Policy.

If The Policy is cancelled at your request prior to taking possession of the RV rental, there will be no minimum earned premium retained by the insurer for this insurance. However, if this insurance is cancelled at your request after taking possession of the RV rental, the premium will be fully earned and retained by the insurer.

The Policy does not offer nor cover You, or anyone using the RV, for Uninsured, Underinsured or Uninsured/Underinsured Motorists Bodily Injury or Property Damage, Medical Payments Coverage or Personal Injury Protection or any other coverage not noted above. The named insured has rejected all coverage other than the coverage defined and offered for purchase herein and as a purchaser of coverage under The Policy you expressly agree to the selection and rejections made by the named insured under The Policy. However, The Policy may comply with individual state specific requirements. If an accident, to which The Policy applies, occurs in any state or province other than the one in which The Policy is written, we will interpret The Policy coverage for the Accident or occurrence as follows:

If the state or province has a financial responsibility, compulsory insurance or similar law requiring a driver using a recreational vehicle in that state or province to maintain insurance with limits of liability for bodily injury or property damage higher than the limits The Policy provides, then the limits of liability under The Policy that will apply to that accident will be the higher Minimum Liability Coverage limits required by the law in that state or province or the applicable limits of liability provided for that insured under The Policy.

The Policy's coverage territory is the United States and Canada. There is no coverage for accidents occurring in Mexico.

By purchasing this insurance, you expressly agree that you understand and agree that coverages are limited as set forth above and that the intent of The Policy provided by National General Insurance Company that you selected to purchase coverage under is to provide Liability coverage to third parties who may be injured by your operation of the RV and to provide Comprehensive and Collision coverage for the RV you have rented.

Your risk is not protected by the state insurance insolvency fund, and the insurer or the risk retention group from which your purchasing group obtained its insurance may not be subject to all of the insurance laws and rules of this state.

Completed Departure and Return forms, supplied by Company, must be submitted in the event a claim is filed. The Departure and Return Forms must be dated by the owner no later than 72 hours after the end of term in which the loss occurred. However, in the event that the owner does not complete the Departure and Return forms, as supplied by Company, within 72 hours after the end of term in which the



loss occurred, then any damages paid out of The Policy will be reduced by 200% of the applicable deductible listed on the Declarations Page up to a maximum of \$3,000. The Policy will not pay for a loss which is not reported within 30 days after the end of the rental term in which the loss occurred.

Renter agrees that MBA Insurance may charge their payment method for the full premium amount related to a rental booked through Company. Renter also agrees that premium is fully earned and non-refundable once Renter has taken possession of the covered RV. In addition, the Renter authorizes the Company to charge the credit card or ACH used to make the booking to collect any deductible amount owed in excess of the withheld Security Deposit.

In the event that a Renter initiates a chargeback with their credit card company for the insurance premium charge, MBA Insurance will use commercially reasonable efforts to dispute the validity of the chargeback. Owner and Renter agree to cooperate with MBA Insurance and to provide any information that may be reasonably requested by MBA Insurance in its investigation. Owner and Renter authorize MBA Insurance to share information about a chargeback with Company, the Renter, the Renter's financial institution, the Owner, and the Owner's financial institution in order to investigate or mediate a Chargeback. Renter acknowledges that chargeback decisions are made by the applicable issuing bank, Card Networks, or NACHA and all judgments as to the validity of the chargeback are made at the sole discretion of the applicable issuing bank, card networks, or NACHA.

If you do not choose to purchase RV rental insurance made available via The Policy, then it is the sole responsibility of Owners to ensure that Renters have obtained and secured the proper insurance coverage for the rental period. Additionally, it is sole responsibility of Owners to check the insurance policy of the RV Renter so make sure that the policy obtained is in compliance with state and federal law minimums.

Your risk is not protected by the state insurance insolvency fund, and the insurer or the risk retention group from which your purchasing group obtained its insurance may not be subject to all of the insurance laws and rules of this state.

#### **14. Company Service Fees.**



In consideration for your access to and use of the Services, you agree to pay the fees, charges, and other amounts set forth herein or that may otherwise be charged by Company from time to time and as set forth on the website or the Services. Payment for Services will be paid via credit card or ACH directly to Company. Company reserves the right to increase fees at the end of each term without notice to Party. In the event of non-payment or late payment, Company reserves the right to suspend services until the full amount due is paid in full. Delinquent amounts are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection, including Company's attorneys' fees. You will continue to be charged for amounts owed hereunder during any period of payment delinquency. Further, and without limiting any other rights or remedies available to Company hereunder or under applicable law, in the case of any payment default, Company, may, in its sole discretion, remove or delete any of your Member Content or other data that may be stored or maintained by you on the Services. Removal of such Member Content or data does not relieve you of your obligation to pay any outstanding charges assessed to your account. Company will not be obligated to restore any Member Content or other data removed from the Services for Members or other users who are in default.

Company charges an RVshare Service Fee payable by Renters who book via the website. The RVshare Service Fee covers the use of the website and Services, including such features as guaranteed 24/7 roadside support, and is calculated as a percentage of the total reservation amount (which may or may not include additional fees, taxes and deposits). The exact RVshare Service Fee charged will be displayed to Renters at the time of booking. The RVshare Service Fee will be refunded along the following lines (see section 16 for all details of cancellation policies):

- In the event of a cancellation by an Owner: Full refund of the RVshare Service Fee
- In the event of a Renter cancellation for which they are entitled to a full refund under the cancellation policy: Full refund of the RVshare Service Fee
- In the event of a Renter cancellation for which they are not entitled to a full refund under the cancellation policy: No refund of the RVshare Service Fee

Any taxes alleged to be owed by any taxing authority on the RVshare Service Fee are the responsibility of Company.

## **15. RVshare Renter Fees.**

The fees you see listed below are related to any post-rental resolution between the Owner and the Renter. Failure to charge any of the fees below shall not constitute a waiver of the right to exercise the same in the event another fee should become due at any other time. More information about the Post-Trip Fee Policy can be found in the [help center](#).

**Administrative Fee.** Company shall charge the Renter an administrative fee on any charges listed by the Owner on the Return form (identified as overages, charges, damages).

**Late Fee.** If a Renter returns the RV after the agreed rental period end time, such Renter will be charged a late fee. This late fee is calculated by combining an administrative fee to the prorated hourly rental rate (based on the daily rate for the RV rented). There is a one (1)-hour grace period with each rental. If the late return results in the disruption of another rental or Company needs to find the owner of the RV alternative transportation due to the late return, the Renter will pay the full daily rate for every eight (8) hours the RV is late. These charges will be added to the initial rental rate agreed upon by the Owner and Renter.

**Cleaning Fee.** We understand that RVs get dirty out on the road. Returning an RV with a normal amount of dirt is acceptable and will not result in any additional charges. However if an RV is returned covered in dirt, soot, trash, food, wine stains, etc, and you, as Renter, do not clean the RV prior to returning it, the Owner may charge the Renter, possibly through Company, an additional cleaning fee. These fees may vary for each Owner.

**No-Show Fee.** If the Owner does not show up to meet the Renter and make the RV available for the Renter at the agreed upon rental start time, Company will treat this as an Owner cancellation. If a Renter does contact Company to cancel the rental, the Renter will be charged the total amount for the rental period until the issue is resolved. If the Renter does not show to pick up the RV, it will be treated as a Renter cancellation and subject to the Owner's cancellation policy.

**Refueling Fee.** Renters should check with the Owner to discuss their fuel options and miscellaneous charges before the rental begins. The RV's gas tank and propane tanks should be full when you pick it up, but be sure to discuss expectations and options. The typical refueling options that our Owners offer are:

- The Owner includes fuel with the rental (not very common).
- The Renter refuels the RV prior to the end of the rental and returns it with the same amount of fuel at the time of pickup. If the rented RV is not refueled upon return, the Owner will send Company the receipt. The amount will be charged to the Renter plus an administrative fee.

RV Damage. A \$100 fee will be incurred for stranding an RV (in addition to any costs incurred to repair the RV). In the case of any damage to the RV (fiberglass, cushions, cabinetry, electronics, etc.), the Renter will be charged the actual cost of parts plus hourly labor costs needed to repair the damaged item. The amount will be charged to the Renter plus an administrative fee.

Lost Item Fee. Any lost or damaged items will be valued at Good Sams or Amazons Internet retail pricing for comparable item(s). The amount must be claimed on the Damage Form and will be charged to the Renter plus an administrative fee.

## **16. Cancellation Policies; Refunds.**

Company offers various levels of cancellation policies to Owners. Owners will choose from the policies outlined below when negotiating or setting the price for their RV rental. Each cancellation policy details the possible refund for the Renter.

- **Flexible:** Renter is entitled to a full refund of monies paid, less the RVShare Service Fee, for all cancellations made at least thirty (30) days prior to the rental start date. If Renter cancels within the thirty (30)-day window immediately prior to the rental start date, the Renter is only entitled to a fifty percent (50%) refund of all monies paid, less the RVShare Service Fee.
- **Standard:** Renter is entitled to a full refund of monies paid, less the RVShare Service Fee, for all cancellations made at least thirty (30) days prior to the rental start date. If Renter cancels between twenty-nine (29) and fourteen (14) days prior to the rental start date, the Renter is only entitled to a fifty percent (50%) refund of all monies paid, less the RVShare Service Fee. If a cancellation is made within the fourteen (14)-day window immediately prior to the rental start date, the booking is non-refundable.
- **Strict:** Renter is entitled to a full refund of monies paid, less the RVShare Service Fee, for all cancellations made at least thirty (30) days prior to the rental start date. If a cancellation is made within the thirty (30)-day window immediately prior to the rental start date, the booking is non-refundable.

Renter will be required to agree to the cancellation policy selected by the Owner. Any Renter who wishes to cancel their booking must submit a cancellation request through the RVshare platform. The cancellation request will be processed according to the Owner's chosen cancellation policy which the Renter previously agreed to.

In order to receive any type of refund, cancellations must be made by 11:59pm PST on the day set forth in the applicable cancellation policy.

For all bookings made seven (7) or more days prior to the rental start date, there is a twenty four (24) hour grace cancellation period wherein the Renter will be entitled to a refund of all monies paid. For all bookings made less than seven (7) days prior to the rental start date, there is only a one (1)-hour grace cancellation period wherein the Renter will be entitled to a refund of all monies paid. Once the rental period starts, the booking is non-refundable.

U.S. military service members are eligible to receive a full refund regardless of the cancellation policy if their cancellation is due to an active deployment or other military-issued order (Company reserves the right to ask for supporting documentation). From time to time, at Company's sole discretion, Company may offer refunds outside of the cancellation policy.

## **17. Chargebacks.**

In the event that a Renter initiates a chargeback with their credit card company, for either rental fees or a security deposit, Company will inform the Owner that a chargeback has been initiated. If Company deems that the chargeback is not warranted, Company will use commercially reasonable efforts to dispute the validity of the chargeback on the Owner's behalf. Owner agrees to cooperate with Company and to provide any information that may be reasonably requested by Company in its investigation. If you are a Owner, you authorize Company to share information about a chargeback with the Renter, the Renter's financial institution, and Owner's financial institution in order to investigate or mediate a chargeback. In the event that a chargeback dispute is lost, and funds are debited from Company's account, Owner authorizes Company to, without notice, recapture such amount from Owner's bank account or to withhold such amount from any payment due to Owner now or in the future. Owner acknowledges that chargeback decisions are made by the applicable issuing bank, card networks, or NACHA and

all judgments as to the validity of the chargeback are made at the sole discretion of the applicable issuing bank, Card Networks, or NACHA.

## **18. Taxes.**

If you are an Owner, you understand and agree that you are responsible for determining your applicable Tax-reporting requirements in consultation with your tax advisors. Company does not offer tax, accounting, financial, legal, or any other professional advice to any users of the website or the Services. Additionally, except as otherwise provided in this section, note that each Owner is responsible for determining local indirect Taxes and for including any applicable Taxes to be collected or obligations relating to applicable Taxes in their Listing(s). In compliance with state and local tax laws, RVshare may be required to collect and remit applicable taxes on behalf of owners. A list of the Taxes collected by Company is provided on Company's [website](#).

## **19. Refer a Friend Program**

Under the Company's Refer a Friend Program (the "Program"), RVShare Owners or Renters (each a "Referring Owner" or "Referring Renter") may invite prospective owners or renters who are not currently Owners on RVShare.com or who have not previously rented with RVShare.com (each a "Referred Owner" or "Referred Renter") to either create a Listing or rent an RV. Referring Owners, Referring Renters, Referred Owners and Referred Renters shall all be referred to as "Program Participants."

*For Referring Owners and Referred Owners.* Once a Listing has been verified and the other conditions for payment (specified below) have occurred, the Referring Owner and the Referred Owner are eligible to receive a one-time "Referral Bonus" in an amount established by the Company from time to time in its sole discretion (currently \$25).

By participating in the Program, the Referred Owner acknowledges that the Company may at its sole discretion, share the Referred Owner's first name and member status in the Referring Owner's user account setting to inform the Referring Owner about the status of the earned Referral Bonus. If you do not want the Referring Owner to receive the information about you, please do not finalize your Listing after clicking on the Referral Link. Your participation in the Program will terminate and neither party will be eligible for a Referral Bonus.

A Referral Bonus can be earned as follows:

- The Referring Owner shares the referral link with the Referred Owner as provided on the website (the “Referral Link”).
- The Referred Owner receiving the link creates a Listing through the Services by clicking on the Referral Link; and
- A booking for the RV subject to the Listing is confirmed as completed by the Company.

A Referring Owner will not share or publish the Referral Links where there is no reasonable basis for believing that recipients are genuine RV owners,

*For Referring Renters and Referred Renters.* Once a reservation has been verified and the other conditions for payment (specified below) have occurred, the Referring Renter and the Referred Renter are eligible to receive a one-time “Referral Bonus” in an amount established by the Company from time to time in its sole discretion (currently \$25).

A Referral Bonus can be earned as follows:

- The Referring Renter shares the referral link with the Referred Renter as provided on the website (the “Referral Link”).
- The Referred Renter receiving the link completes an RV booking; and
- Completion of the booking is confirmed as completed by the Company.

*For all Program Participants.* We may suspend, terminate or change the terms and requirements of the Program at any time and for any reason. A Referral Bonus already earned in accordance with the terms of the Program before such change, suspension or termination, will be honored.

Program Participants have to be at least 18 years old. Employees, contractors and other personnel of the Company or its affiliates (as well as their immediate family members) are excluded from participation. Program Participants need to be natural persons. Referring Owners and Referred Owners must at all times be different people and unrelated. Referring Renters and Referred Renters must at all times be different people and unrelated. Participation in Program is void wherever prohibited under applicable law.

A determination on whether or not Participants have qualified for a Referral Bonus will be made by the Company in its sole and absolute discretion.

A Referring Owner or Referring Renter can only earn a Referral Bonus a total of 10 times (or for a total of \$250). Each Referred Owner or Referred Renter can only use a Referral Link one time to create a Listing or making a booking, regardless of whether the Referred Owner or Referred Renter received or had access to separate Referral Links from different referring parties. The Program can only be used for personal, non-commercial purposes.

Company uses the third-party payment platform, Ambassador ("Ambassador"), to process payments of Referral Bonuses for the Program. Program Participants will be required to establish an Ambassador account. By using Ambassador or by participating in the Program, you agree to be bound by Ambassador's Terms of Service. Further information about Ambassador and its services can be found at <https://www.getambassador.com/>. You expressly understand and agree that all payments and monetary transactions are handled by Ambassador. You agree that the Company shall not be liable for any issues regarding financial and monetary transactions between you and any other party, including Ambassador.

The Program Participants will be responsible for any taxes or charges that may arise due to the earning and payout of the Referral Bonus.

Referring Owners and Referring Renters are prohibited from forwarding, sharing, or transmitting Referral Links in violation of applicable anti-spam laws. Each Referring Owner and Referring Renter will indemnify and hold the Company and the RVShare Group harmless, from and against any claims that may arise from any unlawful forwarding, sharing, or transmitting of the Referral Link.

With respect to the Program, Program Participants will: (i) not directly or indirectly (a) offer, promise, or give to any third party (including any governmental official or political party('s official, representative or candidate)), or (b) seek, accept, or get promised for itself or for another party, any gift, payment, reward, consideration, or benefit of any kind that would or could be construed as bribery or an illegal or corrupt practice, and (ii) comply with all applicable laws governing anti-bribery and corrupt gifts and practices (including the U.S. Foreign Corrupt Practices Act and the UK Anti-Bribery Act).



The Company retains the right to, at its sole discretion, review a Program Participant's compliance with the terms of the Program. We retain the right to investigate participation in the Program for any fraudulent activities and take any measures to end them. Referral Bonuses earned through fraudulent activities or activities in violation of these terms will be null and void and repayment may be requested by the Company (or, if applicable, applied as an offset or deduction against a Participant's Member account).

## **20. Limitation of Liability.**

**WE ARE NOT LIABLE AND EXPRESSLY DISCLAIM ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM ANY MEMBER OR OTHER USERS OF THE SERVICES. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ANY RELATED PERSON, WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE.**

**YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE AND SERVICES REMAINS WITH YOU. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS AND WITH OTHER PERSONS AS A RESULT OF YOUR USE OF THE WEBSITE OR SERVICES, INCLUDING BUT NOT LIMITED ANY OWNERS OR RENTERS. YOU UNDERSTAND THAT COMPANY DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF MEMBERS OR OTHER USERS OF THE WEBSITE OR THE SERVICES, OR TO INSPECT OR VISIT ANY RVs. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF MEMBERS OR OTHER USERS OF THE WEBSITE OR THE SERVICES. YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS OR INTERACTIONS WITH OTHER USERS, INCLUDING BUT NOT LIMITED TO OWNERS AND RENTERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON. COMPANY SPECIFICALLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY OWNER, RENTER, OR OTHER THIRD PARTY. YOU ACKNOWLEDGE THAT COMPANY DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY MEMBER OR OTHER USER.**

**EXCEPT AS EXPRESSLY PROVIDED BELOW, NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF**

**PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY ORDER, OR FOR ANY CLAIM AGAINST THE OTHER PARTY BY A THIRD PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.**

**THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH THE SITE, YOU DO NOT AGREE WITH ANY PART OF THE TERMS, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US, ANY THIRD PARTY PROVIDER OR ANY USER OF THE SITE WITH RESPECT TO THESE TERMS OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, OUR LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.00 IN THE AGGREGATE FOR ALL CLAIMS.**

**THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

## **21. Disclaimers.**

The website and the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet, mobile devices and electronic communications. We are not responsible for any delays, delivery failures or other damages resulting from such problems.

**THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN AS, AS AVAILABLE BASIS. COMPANY DOES NOT MAKE ANY WARRANTIES THAT THE**

**SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE; NOR DOES IT MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED BY USING THE SERVICES, PURCHASING A LISTING, OR RENTING AN RV. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY PRODUCT OR SERVICE PROVIDED TO USER HEREUNDER IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. FURTHER, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY.**

**22. Release; Indemnification.**

**IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN USERS REGARDING ANY TRANSACTION OR USER-CONTRIBUTED CONTENT) OR ANY THIRD PARTY PROVIDER OR ANY THIRD PARTY WEBSITE THAT MAY BE LINKED TO OR FROM OR OTHERWISE INTERACT WITH THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE, YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE COMPANY AND ITS PARENT, SUBSIDIARIES, AND AFFILIATES COMPANIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, ATTORNEYS AND AGENTS (COLLECTIVELY, THE "RVSHARE GROUP") FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE SITE.**

**IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

**YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD EACH MEMBER OF THE RVSHARE GROUP HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE RVSHARE GROUP IN CONNECTION WITH ANY CLAIM ARISING OUT OF YOUR USE OF THE WEBSITE OR OTHERWISE RELATING TO THE**

**BUSINESS WE CONDUCT ON THE WEBSITE (INCLUDING, WITHOUT LIMITATION, ANY POTENTIAL OR ACTUAL COMMUNICATION, TRANSACTION OR DISPUTE BETWEEN YOU AND ANY OTHER USER OR THIRD PARTY), ANY CONTENT POSTED BY YOU OR ON YOUR BEHALF OR POSTED BY OTHER USERS OF YOUR ACCOUNT TO THE WEBSITE, ANY USE OF ANY TOOL OR SERVICE PROVIDED BY A THIRD PARTY PROVIDER, ANY USE OF A TOOL OR SERVICE OFFERED BY US THAT INTERACTS WITH A THIRD PARTY WEBSITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE OR ANY BREACH BY YOU OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM.**

**WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.**

### **23. Arbitration; Dispute Resolution.**

**Company's right to amend this Agreement, in whole or in part, does not apply to this "Disputes; Arbitration" section. The version of this "Arbitration" section in effect on the date you last accepted the Agreement controls.**

**Any and all claims will be resolved by binding arbitration, rather than in court, except you may assert claims on an individual basis in small claims court if they qualify. This includes any claims you assert against us, our subsidiaries, users or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any claims that arose before you accepted the terms of this Agreement regardless of whether prior versions of the Agreement required arbitration.**

**Prior to beginning an arbitration proceeding, you must send a letter describing your claims to the Company. If we have claims against you, we will give you notice at the email address or street address you have provided. If the parties are not able to resolve the matter, the party pursuing arbitration must file a case according to the rules set forth by the American Arbitration Association (AAA). Arbitrations will be conducted by the AAA under its rules, including the AAA Arbitration Consumer Rules (together, the "AAA Rules").**

**Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.**

**You and Company acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable claims. You and Company acknowledge and agree that we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all claims. Further, unless you and Company both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding.**

**Arbitration Hearing/Location. You agree that any required arbitration hearing will be conducted in either (a) Travis County; (b) via phone or video conference; or (e) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator.**

#### **24. Termination; Compliance with Legal Requests.**

If, in our sole discretion, any Member submits unsuitable material to our website or into our database, is not abiding by local regulations, misuses the website or our Systems or is in material breach of this Agreement, we reserve the right to limit the Member's use of the website, impact the Member's Listing(s) search position, and/or terminate such Member's Listing immediately without refund. In addition, if we become aware of or receive a complaint or a series of complaints from any User or other third party regarding a Member's listing or rental practices that, in our sole discretion, warrants the immediate removal of such Member's Listing from the website, then we may immediately terminate such Member's Listing(s) without notice to the Member and without refund. We assume no duty to investigate complaints. Finally, if any Member is abusive or offensive to any employee or representative of the RVshare Group, we reserve the right to terminate such Member's Listing(s) or subscription(s) immediately without refund. In addition to reserving the right to terminate any Listing, Company reserves all rights to respond to any violation of this Agreement or misuse of the website by, including, but not limited to, hiding a Listing from the search results and removing or changing information that may be false or misleading.

You agree that monetary damages may not provide a sufficient remedy to Company for your violation of this Agreement and you consent to Company obtaining injunctive or other equitable relief for such violations. Company may release Member Content and other information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address an unlawful or harmful activity. Company is not required to provide any refund to you if you are terminated as a Member or user of the Services because you violated this Agreement.

A Member or other User of the website or Services may terminate this Agreement with Company at any time with written notice of such party's intent to cancel. Company may terminate this Agreement at any time for any reason, with no notice to a Member or other User of the website or Services. If you or we terminate this Agreement, the clauses of this Agreement that reasonably should survive termination of the Agreement will remain in effect.

## **25. Special Terms for Google Maps.**

**Google Maps Terms of Use.** Users' use of the website and Services is further subject to Google Inc.'s Terms of Service for Google Maps set forth at the following URL: [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) (or such other URL as may be updated by Google).

**Google Maps Legal Notices.** The legal notices set forth at the following URLs supplement the terms and conditions of this Agreement, and are binding on the Users: (i) Google Maps/Google Earth Additional Terms of Service at [http://www.maps.google.com/help/legalnotices\\_maps.html](http://www.maps.google.com/help/legalnotices_maps.html) (or such other URL as may be updated by Google) and (ii) Google Privacy Policy at <https://www.google.com/policies/privacy/> (or such other URL as may be updated by Google).

## **26. Reservation of Rights; Use of Marks.**

Company expressly reserves all rights in the website, the Services, and all other materials provided by Company hereunder not specifically granted to a User. It is acknowledged that all right, title and interest in the website, the Services, and all other materials provided by Company hereunder, any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Company (or third party suppliers, if applicable) and

that the Services and all other materials provided by Company hereunder are licensed and not “sold” to Party. Names, logos, and other materials displayed on the website and the Services constitute trademarks, trade names, service marks or logos (“Marks”) of Company or other entities. No User of the website or the Services is authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with Company or those other entities. Any use of third-party software provided in connection with the Services will be governed by such third parties’ licenses and not by this Agreement.

## **27. General Provisions.**

**Nondiscrimination.** At RVshare we are committed to providing an RV rental experience built on a foundation of inclusiveness, safety and respect. Our services are available to renters and owners without regard to race, color, ethnicity, religion, national origin, ancestry, disability, sex, gender identity, sexual orientation or marital status. We expect all users to demonstrate respect and tolerance in all interactions when it comes to the advertisement and rental of a listed RV, and we reserve the right to remove any user from the RVShare community who fails to abide by these principles.

**No Partnership.** Nothing contained in this Agreement places you and Company in the relationship of principal and agent, master and servant, partners, or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

**Governing Law.** These Terms are governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), AAA Rules, federal arbitration law, and for U.S. residents, the laws of the state in which you reside (as determined by the billing address you have provided us), without regard to conflict of laws principles. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law.

**Revisions to Website; Revisions to this Agreement.** This version of the Agreement became effective on the date set forth above and this version amends the version effective before such date. We reserve the right, in our sole discretion, to amend this Agreement, in whole or in part, at any time. Notification of any amendment will be posted on the website by the indication of the last amendment date at the top of this Agreement and will be effective immediately. When you log-



in or otherwise continue to use the website or the Services, you will be using the website and the Services subject to this Agreement (as updated). Should any modification or amendment to this Agreement not be effective, for whatever reason, the prior version of this Agreement shall remain in effect between you and Company and shall be controlling. Company reserves the right in its sole discretion to review, improve, modify, terminate, or discontinue, temporarily or permanently, the website, the Services or any content or information available thereon with or without notice to you or any user. You agree that Company shall not be liable to you or any third party for any modification or discontinuance of the website or the Services.

**Headings.** The headings contained herein are for convenience only and are not part of this Agreement.

**Entire Agreement.** This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby. In case of a conflict between this Agreement and any purchase order, service order, work order, confirmation, correspondence or other communication of a User or Company, the terms and conditions of this Agreement shall control. No additional terms or conditions relating to the subject matter of this Agreement shall be effective unless approved in writing by any authorized representative of you and Company. Notwithstanding the foregoing, if there is a conflict between this Agreement and terms and conditions posted for a specific area of the Services, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Services.

**Severability.** All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

**Notices.** For notices that are directed to you as part of Company's general Member or User base, Company may give notice by means of any of the following: (a) a general notice on the Services; (b) by electronic mail to your e-mail address on record in Company's account information; or (c) by written communication sent by first class mail or pre-paid post to your address listed in Company's account information. All notices sent to you specifically under this Agreement (and not sent to the general customer base) shall be in writing, and may be given by means of any of the following: (x) by electronic mail to your e-mail address on record in your account information; or (y) by written communication sent by first class mail or pre-paid post to your address listed in your account information. All notices to be delivered by you to Company shall be in writing and shall be delivered by electronic mail to Company at the following address: support@rvshare.com. Either Company, on one hand, or you, on the other hand, may update its contact information for receiving notices by providing writing notice of such update to the other party in the manner provided in this paragraph. A notice delivered electronically hereunder will be deemed to have been delivered on the date and time of the signed receipt or confirmation of delivery or transmission thereof, unless that receipt or confirmation date and time is not a business day or is after 5:00 p.m. local time on a business day, in which case such notice will be deemed to have been received on the next succeeding business day. A notice delivered by first class mail or pre-paid post will be deemed to have been given three (3) business days after mailing or posting.

**Waiver.** No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

**Assignment; Successors.** You may not assign, delegate, or transfer this Agreement or any of your rights or obligations hereunder, without the prior written consent of Company. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Company may assign its rights and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without the consent of you or any other party. This Agreement shall be binding upon and shall

inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**Limitation of Actions.** No action, regardless of form, arising by reason of or in connection with this Agreement, the Company, its website, or the Services may be brought by either you more than two years after the cause of action has arisen.

**Copyright Policy; Notice of Infringement.** The website and the Services are protected by U.S. copyright laws. You may not use, reproduce, modify, transmit, distribute or publicly display any part of the Website or the Content without our prior written consent.

We will terminate the privileges of any Member or other User who uses the website or the Services to unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so. In particular, Members who submit Member Content to this Site, the website or the Services, whether articles, images, stories, software or other copyrightable material must ensure that the Member Content they upload does not infringe the copyrights or other rights of third parties (such as privacy or publicity rights). After proper notification by the copyright holder or its agent to us, and confirmation through court order or admission by the User that they have used this website or the Services as an instrument of unlawful infringement, we will terminate the infringing User's rights to use and/or access to the website and the Services. We may also, in our sole discretion, decide to terminate a Member or other User's rights to use or access the website or the Services prior to that time if we believe that the alleged infringement has occurred.

If you believe that your work has been copied on the website in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the website; Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- Our Copyright Agent for notice of claims of copyright infringement on the Website can be reached by directing an e-mail to the Copyright Agent at support@rvshare.com.

**Links.** The Services or the website may automatically produce search results that reference or link to third party sites throughout the global Internet. Company has no control over these sites or the content within them. Company cannot guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive. Company does not endorse the content of any third party site, nor do we warrant that they will not contain viruses or otherwise impact your computer. By using the website or the Services to search for or link to another site, you agree and understand that you may not make any claim against Company for any damages or losses, whatsoever, resulting from your use of the website or the Services to obtain search results or to link to another site. If you have a problem with a link from the website or the Services, please notify us, and we will investigate your claim and take any actions we deem appropriate at our sole discretion.

**Feedback.** We love to hear what you have to say about Company, the website, or the Services, whether good or bad and encourage, all Members and other Users to provide feedback, comments, and suggestions (collectively, "Feedback") to us at any time. You may send us feedback at support@rvshare.com You acknowledge and agree that all Feedback will be the sole and exclusive property of Company and you hereby irrevocably assign to Company and agree to irrevocably assign to Company all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At Company's request and expense, you will execute documents and take such further acts as Company may reasonably request to assist Company to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.